

60257 Book 113

This Indenture,

Made this 24th day of July

A. D., 1956, between

Byron Mitchell and Oma Mitchell, his wife

of Palmyra Township in the County of Douglas and State of Kansas
of the first part, and THE WELLSVILLE BANK, Wellsville, Kansas, of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of ONE THOUSAND & No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part, its successors, trustees and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

Beginning at the Northeast corner of the Northeast Quarter of Section No/ Thirty three (33), Township No. Fourteen (14), Range No. Twenty one (21), thence West 25 rods, thence South 64 rods, thence East 25 rods, thence North 64 rods to point of beginning

with all the appurtenances, and all the estate title and interest of the said part 1st of the first part therein. And the said Byron Mitchell and Oma Mitchell do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This grant is intended as a mortgage to secure the payment of One Thousand & No/100 Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Byron Mitchell and Oma Mitchell to the said part Y of the second part.

And this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors, trustees and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale and the surplus, if any there be shall be paid by the party making such sale, on demand, to said Byron Mitchell and Oma Mitchell

their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand, and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Byron Mitchell (SEAL)
Oma Mitchell (SEAL)
Oma Mitchell (SEAL)

STATE OF KANSAS

County.



Be It Remembered, That on this 24th day of July A. D. 1956

before me, H. E. De Tar, a Notary Public in and for said County and State, came

Byron Mitchell and Oma Mitchell, his wife

to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires February 12th 1957

H. E. De Tar Notary Public

Frances M. Wilson, Deputy